## BOOK 104 PAGE 817



## MORTGAGE

E:/1 April 8, 19 87		STATE	ZIP
	5307 Portland	OREGON	97228
ES AND ADDRESSES OF THE MORTGAGOR AND THE M	ORTGAGEE:		•
glas A. Lampe & Susan K. (the "Mortgagor") pe, husband and wife	Oregon Bank	(	the "Mortgagee")
r Rt. 2 Box 125A	Consumer Loan Consumer Loan Consumer Loan Consumer Consumer Loan Consume	enter	
erwood WA 98651	P.O. Box 5307		<del>-</del>
	Portland, ORegor	97228	
Mortgagor, in consideration of the sum of * * *Fift	y Thousand Dollars	and no/100 *	* * *
O,000.00 DOLLARS, the receipt of which is ich sum with interest, and the performance of the covenants is ant unto the Mortgagee the following-described lands, prem	hereinafter contained, does hises and property situated	hereby great conve	ng the repayment by, mortgage and
	•		h
following described real property located	l in Skamania County	, Stale of Wa	shinaton, to
Southeast quarter of the North 528 feet o thwest quarter of Section 21, Township 3 N mania County, Washington.  O KNOWN AS LOT 4 of JAMES ROBERSON SHORT Pords of Skamania County, Washington	ortn, Kange 10 East	of j <sub>i</sub> he Willar	nette Meridia
ords of Skamania County, Washington.			racs, rage
	A .		
		7	e.
			•
erty, all of which are a part of the security for the obligation	s herein mentioned.		nection with the
dition thereto, the following-described furniture, appliances hare and shall be deemed to be fixtures and a part of the	and equipment or other fix	tures and any replac	cements thereof
dition thereto, the following-described furniture, appliances have and shall be deemed to be fixtures and a part of the ioned, as follows:	and equipment or other fix Property, are included as s	tures and any replace ecurity for the inde	cements thereof
h are and shall be deemed to be fixtures and a part of the lioned, as follows:	and equipment or other fix Property, are included as a	tures and any replace ecurity for the inde	cements thereof
h are and shall be deemed to be fixtures and a part of the	and equipment or other fix Property, are included as s	tures and any replace ecurity for the inde	cements thereof
h are and shall be deemed to be fixtures and a part of the lioned, as follows:	and equipment or other fix Property, are included as s	tures and any replac ecurity for the inde	cements thereof
h are and shall be deemed to be fixtures and a part of the lioned, as follows:	and equipment or other fix Property, are included as s	tures and any replace ecurity for the inde	cements thereof
h are and shall be deemed to be fixtures and a part of the lioned, as follows:	and equipment or other fix Property, are included as s	tures and any replace ecurity for the inde	cements thereof
h are and shall be deemed to be fixtures and a part of the tioned, as follows:  N/A	Property, are included as s	tures and any replace security for the inde	cements thereof
h are and shall be deemed to be fixtures and a part of the clioned, as follows:  N/A  Nortgagor hereby covenants with the Mortgagee as follows	Property, are included as s	tures and any replace ecurity for the inde	cements thereof
h are and shall be deemed to be fixtures and a part of the tioned, as follows:  N/A  N/A  Nortgagor hereby covenants with the Mortgagee as follows  1. OBLIGATIONS SECURED. This Mortgage is given to secure the above	Property, are included as s	ecurity for the inde	cements thereof, btedness herein
Aortgagor hereby covenants with the Mortgagee as follows  1. OBLIGATIONS SECURED. This Mortgage is given to secure the above agreements (the "instruments") indicated by the box or boxes checked w	Property, are included as s  sum, said sum to be paid in according to the paid in according to t	ecurity for the inde	cements thereof, betedness herein
h are and shall be deemed to be fixtures and a part of the tioned, as follows:  N/A  N/A  Nortgagor hereby covenants with the Mortgagee as follows  1. OBLIGATIONS SECURED. This Mortgage is given to secure the above	Property, are included as s  sum, said sum to be paid in according an "X":	ordance with the terms o	cements thereof, betedness herein
Aortgagor hereby covenants with the Mortgagee as follows:  1. OBLIGATIONS SECURED. This Mortgage is given to secure the above agreements (the "instruments") indicated by the box or boxes checked was a DA promissory note or notes dated	Property, are included as s sum, said sum to be paid in according an "X":	ordance with the terms of by	the instruments or
Aortgagor hereby covenants with the Mortgagee as follows:  N/A  N/A  NOBLIGATIONS SECURED. This Mortgage is given to secure the above agreements (the "instruments") indicated by the box or boxes checked was a A promissory note or notes dated  b. DA Loan and Security Agreement DAccounts Receivable DAccounts	Property, are included as s  sum, said sum to be paid in according an "X":	ordance with the terms of by to the ordered	cements thereof, bledness herein f the instruments or er of the Mortgagee.
Aortgagor hereby covenants with the Mortgagee as follows  1. OBLIGATIONS SECURED. This Mortgage is given to secure the above agreements (the "instruments") indicated by the box or boxes checked w  a.   A promissory note or notes dated  b.   A Loan and Security Agreement   Accounts Receivable   Accounts Rece	Property, are included as s  sum, said sum to be paid in according an "X":	ordance with the terms of by to the ordered	cements thereof, bledness herein f the instruments or er of the Mortgagee.
Aortgagor hereby covenants with the Mortgagee as follows:  N/A  N/A  N/A  N/A  N/A  N/A  N/A  N/	Property, are included as s  sum, said sum to be paid in according to a sum, and sum to be paid in according to a sum, executed counts Receivable and Inventory described by	ordance with the terms of by to the ordered	f the instruments or er of the Mortgagee.
N/A  N/A  N/A  N/A  N/A  N/A  N/A  N/A	Property, are included as s  sum, said sum to be paid in according and according according and according acc	ordance with the terms of by to the ordered	of the instruments or er of the Mortgagee.
Mortgagor hereby covenants with the Mortgagee as follows:  N/A  N/A  N/A  N/A  N/A  N/A  N/A  N/	Property, are included as s  sum, said sum to be paid in according to the secured and inventory d  counts Receivable and inventory d  property, are included as s  19, executed by  for the benefit of	ordance with the terms of by to the ordered to the ordered to the ordered to the second steel to the ordered	f the instruments or er of the Mortgagee.
Anortgagor hereby covenants with the Mortgagee as follows:  N/A  N/A  N/A  N/A  N/A  N/A  N/A  N/	Property, are included as a sum, said sum to be paid in according to the paid in according to th	ordance with the terms of by to the ordered to the ordered to the ordered to the second steel to the ordered	f the instruments or er of the Mortgagee.
Mortgagor hereby covenants with the Mortgagee as follows:  N/A  N/A  N/A  N/A  N/A  N/A  N/A  N/	Property, are included as a sum, said sum to be paid in according to the paid in according to th	ordance with the terms of by to the ordered to the ordered to the ordered to the second steel to the ordered	f the instruments or er of the Mortgagee.
N/A  N/A  N/A  N/A  N/A  N/A  N/A  N/A	Property, are included as a sum, said sum to be paid in according and inventory decounts Receivable and Inve	to the ordered S. A. & Susan Eas Guaranter, relating to the ordered as Borrower, in favor	or of the Mortgagee.  I ample the Indebtedness of or of the Mortgagee.
Anortgagor hereby covenants with the Mortgagee as follows  N/A  N/A  N/A  N/A  N/A  N/A  N/A  N/	Property, are included as a sum, said sum to be paid in according to the paid in according to the sum, said sum to be paid in according to the sum, said sum to be paid in according to the sum of the paid in according to the sum of	cordance with the terms of by to the ordered to the ordered to see Guarantor, relating to the as Borrower, in favorage, including, without the cordered for the corder	the instruments or and the Mortgagee.  Lampe  the indebtedness of or of the Mortgagee.
Mortgagor hereby covenants with the Mortgagee as follows:  N/A  N/A  N/A  N/A  N/A  N/A  N/A  N/	Property, are included as a sum, said sum to be paid in according to the paid in according to th	to the ordered security for the independence with the terms of the ordered seed.  S. A. & Susan in the security for the ordered seed.  S. A. & Susan in the security for the ordered seed.	or of the Mortgagee.  Lampe the indebtedness of or of the Mortgagee.  The security of this imitation, principal, at to the instruments
Anortgagor hereby covenants with the Mortgagee as follows:  N/A  N/A  N/A  N/A  N/A  N/A  N/A  N/	Property, are included as a sum, said sum to be paid in according to the paid in according to th	to the ordered special	or of the Mortgagee.  Lampe the indebtedness of or of the Mortgagee.  The security of this imitation, principal, at to the instruments

- 2. WARRANTY OF TITLE. The Mortgagor wairants that the Mortgagor holds merchantable title to the Property in fee simple, free of all encumbrances or other prior interest whatsoever (collectively, the "Prior Interest") other than those Prior Interests specified in the following-described title insurance policy or title report issued by Mt. Adams Title and Insurance Company (name of title company), dated March 20 , 19 87, policy or report number 1714 , issued for the benefit of the Mortgagee in connection with this transaction or in a separate schedule of Prior Interests executed by the Mortgagor in connection herewith. Subject to such exceptions, the Mortgagor warrants and will forever defend the title against the claims of all persons. In the event any action or proceeding is commenced which questions Mortgagor's little or the interest or priority of the Mortgagee under this Mortgage. Mortgagor shall defend the terms of the Prior Interest or Interests, as and when the same should be paid of performed. The Mortgagee is hereby Irrevocably authorized and empowered, any of the Prior Interests, and the sum so paid and the cost of the acts so performed shall be added to the Obligations specified in the Instruments and shall be arm amount to be paid or act to be performed pursuant to the terms of any of the Prior Interests.
- 3. SECURITY AGREEMENT. This Mortgage shall constitute a security agreement with respect to any personal property or fixtures or both included within the description of the Property. At the request of the Mortgagee, the Mortgagor shall execute one or more financing statements pursuant to the Uniform Commercial Code in a form satisfactory to the Mortgagee and will pay for filling the same in the proper public office or offices as well as the cost of such lien Mortgage shall suffice as and may be used as a financing statement.
- 4. INSURANCE. During the entire life of this Mortgage, the buildings and improvements erected and to be erected on the Property, and the personal property mortgaged herein, if any, shall be kept insured by the Mortgager against loss or damage by fire and such other hazards in such amounts, for such periods and under such form and type of policy as shall be satisfactory to the Mortgagee. All the insurance written on the Property shall be made payable, in the event of loss, to the Mortgagee and the Mortgagee shall be entitled to the possession of all such insurance policies during the life of this Mortgage. The cash value of all such insurance policies during the life of this Mortgage. The cash value of other transfer of title to the Property in extinguishment of the Obligations, all right, title and interest of the Mortgagor in and to any such insurance policies responsible for any failure to place or maintain such insurance or for loss or damage growing out of a defect or nonpayment of loss under any such policy of insurance.

If the Property covered hereby or any part thereof shall be damaged by fire or other hazards against which insurance is held, the amounts paid by any insurance company pursuant to the policy or policies of insurance shall be paid to the Mortgagee and the amounts so received may be applied by the Mortgagee, at its option, either upon any of the Obligations, regardless of whether the same are due and without reducing the payment terms provided done and made subject to the approval of the Mortgagee and in a manner satisfactory to the Mortgagee. The Mortgager shall promptly notify the Mortgagee of any loss or damage which may occur to the Property. The Mortgagee is hereby authorized, at Mortgagee's option, to make proof of loss if the same is not Mortgagor.

- 5. TAXES AND OTHER CHARGES. The Mortgagor will pay before delinquency, and before any penalties, interest or other charges accrue or are added thereto, any and all taxes, assessments, liens, charges for the use of water on the Property, and any other charges or assessments which may become liens thereon prior to the lien of this Mortgage, and will keep the Property free and clear of any and all liens for Isbor or material, or any lien whatsoever that may become this Mortgage, then the Mortgage or shall pay the entire amount of such tax or taxes as the same may become due and payable from time to time. The assessor owing at any time.
- 6. RESERVES FOR TAXES AND INSURANCE. (Check if applicable) The Mortgagor shall pay to the Mortgagoe, until the Obligations are fully paid and performed, a sum equal to the premiums that will next become payable on policies of fire and other hazard insurance covering the Property, plus taxes and assessments next due on the Property, all as estimated by the Mortgagoe and of which the Mortgagor is notified, less all sums already paid therefor, divided by the number of months to elapse before one month prior to the date when such premiums, taxes and assessments will become delinquent, such sums to be held by the Mortgagoe to pay such premiums, taxes and assessments. Payment of such amounts shall be secured by this Mortgage.
- 7. WASTE. The Mortgagor will use the Property only for lawful purposes and will not commit or suffer strip or waste upon the Property and will not do or suffer to be done any act or thing which may in any way impair the security of this Mortgage. The Property and any and all Improvements thereon shall at all times be additions thereto shall not be made without the prior written consent of the Mortgagee. If the Property is to be used for farming, the Mortgagor will maintain cultivate the Property in a good and husbandlike manner, using approved methods of preventing soil erosion thereon and of preserving the tertility of the cultivated portions thereof; will keep any orchards on the Property Irrigated, cultivated, pruned, sprayed and cared for; will not remove or demolishment of any building or buildings or fences or other improvements now or hereafter existing on the Property; will not cut or remove or permit the cutting or removal of timber from the Property, except for domestic use thereon; and will do all acts and things necessary to protect from pollution any and all surface waters, seepage waters, wells, springs and streams now or hereafter upon or used for irrigation or domestic purposes upon the Property.
- 8. CONSTRUCTION. Any structure being constructed on the Property, or to be constructed, shall be completed within \_\_\_\_\_\_\_N/A \_\_\_\_\_\_months from the date of this Mortgage. The Mortgagor will perform all of the terms and conditions to be performed by the Mortgagor pursuant to any commitment agreement or construction loan agreement executed in connection with this Mortgage. If any sums to be loaned or advanced by the Mortgage in connection with this for such purpose.
- 9. MODIFICATION OF OBLICATIONS. Any of the Obligations may be extended or modified by the Mortgagee at any time for the payor or other obligor without notice to any other person, firm or corporation and without releasing the Mortgage or any guarantor or other payor or obligor from liability hereunder or upon the Obligation's and without impairing, altering or affecting the lien of this Mortgage in any way. Each of the covenants and agreements herein shall be binding upon all successors in interest of the Mortgage or and shall inure to the benefit of any successor in interest of the Mortgagee. If any of the Obligations are assigned and transferred by the Mortgagee to any one or more parties without the assignment of this Mortgage, then the Mortgagee shall hold this for the benefit of such assignee or assignees and may sue and recover upon such Obligations and foreclose this Mortgage in its own name for the benefit of such assignee or assignees to the same extent as though such Obligations had not been assigned. This Mortgage may only be modified by a writing in recordable form, signed on behalf of the Mortgagor and the Mortgagee.
- 10. RENTS AND PROFITS. All rents, issues, income and profits derived from the Property are hereby assigned to the Mortgagee as additional security. In the event of default of the Mortgager in any respect under any of the Obligations, the Mortgagee shall have the right to collect and retain rents, issues, income and profits derived from the Property, and such rents, issues, income and profits shall be applied by the Mortgagee, at its option, in payment of operating costs and expenses in connection with the operation and management of the Property, in payment of its customary costs and charges for collection and thereof in the event of a default and to collect the rents, issues, income and profits and require any tenants or occupants of the Property to make payments to the Mortgagee of rental and of other charges arising out of the use and occupancy of the Property.
- 11. CONDEMNATION. If all or any part of the Property is condemned or otherwise subjected to proceedings in the nature of eminent domain, then, subject to the rights of the holder of any Prior Interest, the Mortgagee may, at its election, require that all or any portion of the net proceeds of the award be applied on the Cobligations without reducing the payment terms provided therein. The term "net proceeds of the award" means the award after payment of all reasonable costs, expenses and altorneys' fees necessarily paid or incurred by the Mortgagor and the Mortgagee in connection with the condemnation. If any proceedings in condemnation are commenced, the Mortgagor shall promptly take such steps as may be necessary to defend the action and obtain the award. All offers, judgments, decrees and awards pursuant to proceedings for condemnation are hereby assigned in their entirety to the Mortgagee.
- 12. RECEIVER. In the event it becomes necessary in the judgment of the Mortgagee to do so, the Mortgagee, without notice and without regard to the value of the Property or to the adequacy of the security for the Obligations, shall have the right to apply to any court having jurisdiction for the appointment of a receiver and to have appointed a receiver to manage and control the Property. The Mortgagor hereby waives any bond or undertaking which might otherwise be owned by the Mortgagor and remaining in or about the Property may be used without charge by the Mortgagee or receiver in the operation of the Property, or destruction or damage to such personal property.
- 13. RIGHT OF ENTRY. The Mortgagor hereby agrees and permits the Mortgagee to enter upon the Property with or without notice and to do anything thereon or thereto which the Mortgagee shall deem necessary or prudent to protect the Mortgagee's interests and rights described in this Mortgage.
- 14. COSTS AND ATTORNEYS' FEES. In the event suit or action is instituted to enforce any of the terms of this Mortgage, the Mortgagee shall be entitled to recover from the Mortgager such sum as the court may adjudge reasonable as attorneys' fees at trial, on appeal or otherwise. All reasonable expenses without limitation, the cost of searching records, obtaining title reports, surveyor's reports, attorneys' opinions or title insurance, regardless of whether any specific Obligations described in the instruments from the date of expenditure until repaid.

- 15. EVENTS OF DEFAULT. The following shall be Events of Default:
  - Nonpayment or nonperformance of any of the terms or conditions of any of the Obligations when and as the same should be paid and performed; or
     Breach of any covenant, warranty or agreement contained to the Monte
  - b. Breach of any covenant, warranty or agreement contained in this Mortgage or in any other agreement between the Mortgagor and the Mortgagee; or
  - c. If any of the Obligations are payable on demand, the occurrence of a demand for payment; or
  - d. Filing of a petition by or against the Mortgagor under the bankruptcy or like law; or
  - e. Receivership of the Mortgagor or an assignment for the benefit of the Mortgagor's creditors; or
  - f. Any financial statement submitted to the Mortgagee In connection with any of the Obligations proves false in any material respect; or
  - The insolvency or cessation of the business of the Mortgagor; or
  - h. The rescission or attempted rescission or other attempt to timit any guaranty of any of the Obligations, regardless of whether successful.

Upon the occurrence of any Event of Default, and without demand (except in the case of an Obligation which is payable on demand, in which case demand shall first be made) or notice of any kind, which are hereby expressly waived, the Mortgagee may declare the Obligations to be immediately due and payable, rights and remedies of the Mortgagee pursuant to applicable law. All rights and remedies shall be cumulative and may be exercised singularly, concurrently and from time to time.

- 16. NON-WAIVER. No delay or failure on the part of the Mortgages in the exercise of any right or remedy shall operate as a waiver thereof and no single or partial exercise by the Mortgages of any right or remedy shall preclude other or further exercise thereof or the exercise of any right or remedy. No amendment or waiver of any provision nor consent to any departure by Mortgagor therefrom shall in any event be in effect unless in writing and signed by Mortgages; such written waiver or consent to be effective only in the specific instance and for the specific purpose for which given.
- 17. LIMITATIONS OR TRANSFERS. Neither the Property, nor any portion thereof, nor any interest therein shall be transferred unless the prior written consent of the Mortgagee has first been obtained, regardless of whether the transferse assumes or agrees to pay the Obligations. The term "transfer" shall include, without limitation:
  - a. If the Mortgagor is a corporation, partnership, joint venture or other form of organization, the transfer of a controlling interest in such organization; or
  - b. A transfer into trust, or if the Property is in trust, to another trust or out of trust, or a transfer by deed, contract of sale or by gift; or
  - c. A transfer by a transferee of the Mortgagor, or by any subsequent transferee, even if such transferee has not assumed this Mortgage

The term "transfer" shall not include a transfer by devise, or by operation of the laws of intestate succession or, if the Property is held by the entireties, or by other form of joint tenancy involving a right of survivorship, to a spouse or joint tenant by operation of the right of survivorship. As a condition to its consent increase the interest rate on the Obligations.

- 18. SUCCESSORS AND ASSIGNS. All of the terms of this Mortgage shall apply to and bind the heirs, executors, administrators, successors and assigns of the Mortgager and the Mortgagee.
- 19. CAPTIONS AND GRAMMATICAL CONSIDERATIONS. The captions contained in this Mortgage are for convenience of reference only and they shall not affect the meaning of any provision of this Mortgage. It is understood that the Mortgager or the Mortgager may be more than one person; that if necessary to references, references to one gender shall include references to other genders, references to natural persons shall include references to organizations, made.

reterences to organizations shall include references to made.	natural persons, and all other necessary grammatical modifications shall be deemed to have been
With the second	
FILED FOR RECORD	Douglas A. Lampe
SKAHARIA DO. WASH BYMT. ADAMS TITLE	O Lampe
MI. ADAMS TITLE	Dusan K. Jamps
APR 10 ,4 32 PM 187	Douglas A. Lampe  Susan K. Jampe  Susan K. Lampe
d. I kw, psp	
AUDITOR GARY M. OLSON	
STATE OF OREGON	
County of	3 <b>S</b> .
The foregoing Mortgoon was asknowledged to a	
The foregoing Mortgrige was acknowledged before	me on, 19, by, (Corporate Officer(s)),
ől	, (Corporate Title (s))
	a corporation, on behalf of the corporation.
	Notary Public for Oregon  My Commission Expires:
STATE OF OREGON	
County of Wasco	<b>3S.</b>
The transfer	
The torecoing Mortgage was acknowledged before  Douglas A Lampe an	me on April 8, 19 87, by
	(10,(2)(-)(-)(-)(-)(-)(-)(-)(-)(-)(-)(-)(-)(-)
S (0) (0) E	Notary Public of Oregon
A CUBIC E	My Commission Expires:

## DREGON ANK

BOOK 104 PAGE 817

CON		PLEASE RETURN 1		DDRESS & CITY				
	Isumer Loan	Cntr BRANC	CHECUMO	in - 0 -		3	STATE	ZIP
		-		the state of the s	5307 Portland		OREGON	97228
NAMI	ES AND ADDE	ESSES OF TH	IE MORTGAG	OR AND THE	MORTGAGEE:			
<u> </u>	ulds A. Ian	nno I c			onder.			
Lamp	e, husband	and wife	LA. (the "A	Mortgagor")	Oregon Bank			
<u>s car</u>	" Kt. 2 Roy	1254			Consumer Loan		(th	e "Mortgage
<u>Unde</u>	rwood WA	98651		<del></del>	Securation D	n tenter		
					Secureline De P.O. Box 5307	<del>Partment</del>		
he M	ortagion in o		_		FULLIAND ND	A- 070-		
50	-000 nn	misideration of	the sum of _	* * *Fift	V Thousand Date	gon 9/22	В	
suct	Sum with into	) DOL	LARS, the rec	eipt of which is	y Thousand Dolla acknowledged, and for ereinafter contained, d	irs and no	100 * *	* *
arran	it unto the Mor	tasi, and the pe	erformance of	the covenants h	ereinefter contain	t the barbos	e of securing	the renaume
	Skamania			bed lands, prem of <b>Washing</b> :		ted in	rant, convey,	mortgage ar
he f	`allowen		**		· · · · · · · · · · · · · · · · · · ·	-	- T	
	ALIOMING Q	escribed r	eal proper	rtv läns+	in Skamania Cour		150	T) .
ne S	Outheast ~	llante	, -pei	Delibrated	in Skamania Cour the West half o rth, Range 10 Ea	ity. Stat	of W	•
rth	Wast annut	uarter of	the North	528 feet of	tha William .	-5, 5tut	e or wash	ington, to
'amai	nest quart	er of Sect	ion 21. To	Washin 2 V-	the West half orth, Range 10 Ea	of the So	itheast a	lamb.
αίίαι	ma county	, Washingte	on.	Manth 2 MO	rth, Range 10 Ea	st of the	- William	arter of
SO #	KNOWN AS LO	T 4 of 144	IEC DODES		#	The		
cord	s of Skama	nia Count	IE2 KORFK2	ON SHORT PL	AT, recorded an			• •
	- Cromo	a county	', Washing:	ton.	AT, recorded in	Book 1 of	Short Pi	ats. Pago
				484		7	•	~ vos rage
			- 4	7 98				
					70.			
rsion res a les, ve res ar erty,	is, remainders, ind a part of th enetian blinds ind replacemen all of which ar	rents, issues a e Property: all screens and s its thereof now e a part of the	nd profits the plumbing, he storm window or hereafter of security for the	reof, together was eating, cooking, as and doors, shi during the term of the obligations he	n the tenements, heredi sed in connection with r that may hereafter b ith the following Prope cooling, ventilating, w utters and awnings, flo of this Mortgage belong erein mentioned.	e erected the rected the rected the rected to the rected t	nereon, togeth and shall be d ating appara a machinery and in connect	remises (the her with the semed to be tus, window or any other ion with the
rsion res a les, ve res ar erty,	is, remainders, and a part of the enetian blinds and replacementall of which are the second the second seco	rents, issues a e Property: all screens and s its thereof now e a part of the	nd profits the plumbing, he storm window or hereafter of security for the	reof, together water doors, or reof, together water water water water doors, should be the control of the term of	r that may hereafter bith the following Prope cooling, ventilating, w	e erected the erec	nereon, togethere on shall be determined apparate, machinery of the connect of th	remises (the her with the semed to be tus, window or any other ion with the
rsion res a les, ve res ar erty,	is, remainders, and a part of the enetian blinds, and replacement all of which are thereto, the factor and shall be of a solutions:	rents, issues a e Property: all screens and s its thereof now e a part of the	nd profits the plumbing, he storm window or hereafter of security for the	reof, together water doors, or reof, together water water water water doors, should be the control of the term of	r that may hereafter bith the following Properties of the following Properties of this Mortgage belong this Mortgage belongerein mentioned.	e erected the erec	nereon, togethere on shall be determined apparate, machinery of the connect of th	remises (the her with the semed to be tus, window or any other ion with the
rsion res a es, veres ar erty, dition	is, remainders, and a part of the enetian blinds, and replacement all of which are thereto, the factor and shall be of a solutions:	rents, issues a e Property: all screens and s its thereof now e a part of the	nd profits the plumbing, he storm window or hereafter of security for the	reof, together water doors, or reof, together water water water water doors, should be the control of the term of	r that may hereafter bith the following Properties of the following Properties of this Mortgage belong this Mortgage belongerein mentioned.	e erected the erec	nereon, togethere on shall be determined apparate, machinery of the connect of th	remises (the her with the semed to be tus, window or any other ion with the
rsion res a es, veres ar erty, dition h áre ioned	is, remainders, and a part of the enetian blinds, and replacement all of which are the threat of the first and shall be on the first as follows:	rents, issues a e Property: all screens and s its thereof now e a part of the ollowing-desci deemed to be	ind profits the plumbing, he storm window or hereafter of security for the tibed furniture fixtures, and a	reof, together water together together together together water together together water together together water water water together water	r that may hereafter bith the following Properties of the following Properties of this Mortgage belong this Mortgage belongerein mentioned.	e erected the erec	nereon, togethere on shall be determined apparate, machinery of the connect of th	remises (the her with the semed to be tus, window or any other ion with the
rsion res a es, veres ar erty, dition h áre ioned	is, remainders, and a part of the enetian blinds, and replacement all of which are the threat of the first and shall be on the first as follows:	rents, issues a e Property: all screens and s its thereof now e a part of the ollowing-desci deemed to be	ind profits the plumbing, he storm window or hereafter of security for the tibed furniture fixtures, and a	reof, together water together together together together water together together water together together water water water together water	r that may hereafter bith the following Properties of the following Properties of this Mortgage belong this Mortgage belongerein mentioned.	e erected the erec	nereon, togethere on shall be determined apparate, machinery of the connect of th	remises (the her with the semed to be tus, window or any other ion with the
resion res a es, veres ar erty, dition h áre ioned	is, remainders, and a part of the enetian blinds and replacement all of which are the things of the first and shall be on the first and shall be of	rents, issues a e Property: all screens and s its thereof now e a part of the ollowing-descr deemed to be	nd profits the plumbing, he storm window or hereafter of security for the tibed furniture fixtures and a	reof, together water doors, should be a seen to the term of the Program of the Pr	r that may hereafter bith the following Properties the following Properties and awnings, floor this Mortgage belongerein mentioned.  I equipment or other fix perty, are included as	e erected the rected t	nereon, togethereon, togethereon, togethereon, togethereon, togethereon, togethereon, machinery and in connect on the indebted of the indebted	remises (the her with the semed to be tus, window or any other ion with the nts thereof, ness herein
resion res ar es, veres ar erty, dition diti	is, remainders, and a part of the enetian blinds, and replacement all of which are the first and shall be only as follows:  N/A  IGATIONS SECULEMENTS.	rents, issues a e Property: all screens and s its thereof now e a part of the ollowing-descr deemed to be venants with t	nd profits the plumbing, he storm window or hereafter of security for the ribed furniture fixtures and a security for the Mortgages of the Mortgages of the security for the mortgages of the security for the mortgages of the mortgages of the security fixtures and a secur	ents thereon, or reof, together wasting, cooking, is and doors, shiduring the term one obligations here.  a appliances and part of the Program of the Progra	r that may hereafter bith the following Properties the following Properties and awnings, floor this Mortgage belong the mentioned.  I equipment or other fix perty, are included as	e erected the rty which is a stering, irrigion coverings ging to or use the stering and as security for	nereon, togethereon, togethereon, togethereon, togethereon, togethereon, togethereon, machinery of the connect of the indebted	remises (the her with the semed to be tus, window or any other ion with the nts thereof, ness herein
resion res ar es, veres ar erty, dition diti	is, remainders, and a part of the enetian blinds, and replacement all of which are the first and shall be only as follows:  N/A  IGATIONS SECULEMENTS.	rents, issues a e Property: all screens and s its thereof now e a part of the ollowing-descr deemed to be venants with t	nd profits the plumbing, he storm window or hereafter of security for the ribed furniture fixtures and a security for the Mortgages of the Mortgages of the security for the mortgages of the security for the mortgages of the mortgages of the security fixtures and a secur	ents thereon, or reof, together wasting, cooking, is and doors, shiduring the term one obligations here.  a appliances and part of the Program of the Progra	r that may hereafter bith the following Properties the following Properties and awnings, floor this Mortgage belong the mentioned.  I equipment or other fix perty, are included as	e erected the rty which is a stering, irrigion coverings ging to or use the stering and as security for	nereon, togethereon, togethereon, togethereon, togethereon, togethereon, togethereon, machinery of the connect of the indebted	remises (the her with the semed to be tus, window or any other ion with the nts thereof, ness herein
resion res ares, veres ar erty, dition n are ioned	is, remainders, and a part of the enetian blinds, and replacement all of which are the enetian thereto, the formand shall be only as follows:  N/A  IGATIONS SECULEMENTS (THE "Instru	rents, issues a e Property: all screens and s its thereof now e a part of the ollowing-descr deemed to be  venants with t  RED. This Mortgag uments") indicated note or notes dated	he Mortgagee  by the box or box	eats thereon, or reof, together wating, cooking, is and doors, shiduring the term one obligations he obligation	r that may hereafter bith the following Proper cooling, ventilating, we utters and awnings, floof this Mortgage belong the mentioned.  I equipment or other fix perty, are included as said sum to be paid in accorage.	e erected the rty which is a stering, irrigion coverings ging to or use attures and assecurity for	terms of the inst	remises (the her with the semed to be tus, window or any other ion with the nts thereof, ness herein
resion res ares, veres ar erty, dition n are ioned	is, remainders, and a part of the enetian blinds, and replacementall of which are the enetian blinds and shall be and shal	rents, issues a e Property: all screens and s its thereof now e a part of the ollowing-descr deemed to be  venants with t  RED. This Mortgag uments") indicated note or notes dated	he Mortgagee  ge is given to security for the security fo	eats thereon, or reof, together wating, cooking, is and doors, shiduring the term one obligations here.  Appliances and part of the Program o	re that may hereafter be ith the following Proper cooling, ventilating, we utters and awnings, floof this Mortgage belong the mentioned.  I equipment or other fix perty, are included as said sum to be paid in accorate.	e erected the rty which is a stering, irrigion coverings ging to or use attures and assecurity for security for the by	terms of the inst	remises (the her with the semed to be tus, window or any other ion with the nts thereof, ness herein
resion res ares, veres ar erty, dition n are ioned	is, remainders, and a part of the enetian blinds, and replacementall of which are the enetian blinds and shall be and shal	rents, issues a e Property: all screens and s its thereof now e a part of the ollowing-descr deemed to be  venants with t  RED. This Mortgag uments") indicated note or notes dated	he Mortgagee  ge is given to security for the security fo	eats thereon, or reof, together wating, cooking, is and doors, shiduring the term one obligations here.  Appliances and part of the Program o	re that may hereafter be ith the following Proper cooling, ventilating, we utters and awnings, floof this Mortgage belong the mentioned.  I equipment or other fix perty, are included as said sum to be paid in accorate.	e erected the rty which is a stering, irrigion coverings ging to or use attures and assecurity for security for the by	terms of the inst	remises (the her with the semed to be tus, window or any other ion with the nts thereof, ness herein
ortga  Obl.  agree  b.	is, remainders, and a part of the enetian blinds, and replacementall of which are in the reto, the francische shall be of the	rents, issues a le Property: all le Property: all le Screens and s lis thereof now le a part of the liowing-descr lideemed to be liven and liven all liven and liven	he Mortgagee by the box or box	eating, cooking, is and doors, shiduring the term of the obligations he part of the Program as follows:  Eas follows:  Eas follows:  Eas follows:  Eas checked with an	r that may hereafter be that the following Proper cooling, ventilating, we utters and awnings, floof this Mortgage belong the mentioned.  I equipment or other fix perty, are included as sell sum to be paid in accorate.  Receivable and Inventory data	rdance with the	terms of the inst	remises (the her with the semed to be tus, window or any other ion with the nts thereof, ness herein truments or
ortga.  OBL.  agre.  b.	is, remainders, and a part of the enetian blinds, and replacement all of which are the enetial of which are thereto, the financial be of and shall be of as follows:  N/A  Igor hereby complete the enemone of the enemo	rents, issues a e Property: all screens and s its thereof now e a part of the ollowing-descr deemed to be deemed to be rents with t RED. This Mortga- uments") indicated note or notes dated	he Mortgagee  ge is given to security for the security fo	eating, cooking, cooking, cooking, cooking, sand doors, shiduring the term in the obligations had appliances and part of the Property of the Property of the above sum, are checked with an elivable (1) Accounts 19	said sum to be paid in according.  19, executed in that may hereafter be in the following Property are included as a said sum to be paid in according to the first perty.	redence with the	terms of the inst	remises (the her with the semed to be tus, window or any other ion with the nts thereof, ness herein truments or
res a es, veres ar erty, dition oned oned . OBL B.	is, remainders, and a part of the enetian blinds, and replacement all of which are the enetial of which are thereto, the financial be of and shall be of as follows:  N/A  Igor hereby complete the enemone of the enemo	rents, issues a e Property: all screens and s its thereof now e a part of the ollowing-descr deemed to be deemed to be rents with t RED. This Mortga- uments") indicated note or notes dated	he Mortgagee  ge is given to security for the security fo	eating, cooking, cooking, cooking, cooking, sand doors, shiduring the term in the obligations had appliances and part of the Property of the Property of the above sum, are checked with an elivable (1) Accounts 19	said sum to be paid in according.  19, executed in that may hereafter be in the following Property are included as a said sum to be paid in according to the first perty.	redence with the	terms of the inst	remises (the her with the semed to be tus, window or any other ion with the nts thereof, ness herein truments or
res a es, veres ar erty, dition oned oned . OBL B.	is, remainders, and a part of the enetian blinds, and replacement all of which are the enetial of which are thereto, the financial be of and shall be of as follows:  N/A  Igor hereby complete the enemone of the enemo	rents, issues a e Property: all screens and s its thereof now e a part of the ollowing-descr deemed to be deemed to be rents with t RED. This Mortga- uments") indicated note or notes dated	he Mortgagee by the box or box  L Accounts Rece	eating, cooking, cooking, cooking, sand doors, she during the term one obligations he obligation	r that may hereafter bith the following Proper ith the following Proper cooling, ventilating, we utters and awnings, floof this Mortgage belong the mentioned.  I equipment or other fix perty, are included as secured as secured by	rdance with the	terms of the instant keeper and the	remises (the her with the semed to be tus, window or any other ion with the nts thereof, ness herein hers herein hortgages.
rsion res à es, vo res ar erty, dition n are ioned . OBL agre- a.	is, remainders, and a part of the enetian blinds, and replacementall of which are in the reto, the francische shall be of and shall be of and shall be of an and shall be of an an and shall be of an an and shall be of an an and second and shall be of an an and second and an and second a	rents, issues a e Property: all screens and s its thereof now e a part of the ollowing-descr deemed to be deemed to be the service of the ser	he Mortgagee by the box or box.  L. Accounts Receipted 1.	eating, cooking, cooking, cooking, cooking, cooking, sand doors, shiduring the term of the obligations have obligations have a specific part of the Property of the Property of the Property of the Property of the Accounts and property of the above sum, and the property of the property o	r that may hereafter bith the following Proper ith the following Proper cooling, ventilating, we utters and awnings, floof this Mortgage belong the mentioned.  I equipment or other fix perty, are included as perty, are perty, and in account and included as perty, are perty, and included as perty,	rdance with the	terms of the instant ken	remises (the her with the semed to be tus, window or any other ion with the nts thereof, ness herein hortgagee.  Mortgagee.
rsion res à es, vo res ar erty, dition n are ioned . OBL agre- a.	is, remainders, and a part of the enetian blinds, and replacementall of which are in the reto, the francische shall be of and shall be of and shall be of an and shall be of an an and shall be of an an and shall be of an an and second and shall be of an an and second and an and second a	rents, issues a e Property: all screens and s its thereof now e a part of the ollowing-descr deemed to be deemed to be the service of the ser	he Mortgagee by the box or box.  L. Accounts Receipted 1.	eating, cooking, cooking, cooking, cooking, cooking, sand doors, shiduring the term of the obligations have obligations have a specific part of the Property of the Property of the Property of the Property of the Accounts and property of the above sum, and the property of the property o	r that may hereafter bith the following Proper ith the following Proper cooling, ventilating, we utters and awnings, floof this Mortgage belong the mentioned.  I equipment or other fix perty, are included as perty, are perty, and in account and included as perty, are perty, and included as perty,	rdance with the	terms of the instant ken	remises (the her with the semed to be tus, window or any other ion with the nts thereof, ness herein hers herein hortgagee.
ortga  c. d.	is, remainders, and a part of the enetian blinds, and replacement all of which are the enetian blinds and replacement all of which are the enetian shall be of and shall be of as follows:  N/A  IGATIONS SECUL IGATIONS	rents, issues a e Property: all screens and s its thereof now e a part of the ollowing-descr deemed to be deemed to be rents and s indicated note or notes dated curity Agreement tin the amount of s uaranty dated	he Mortgages by the box or box.	eating, cooking, is and doors, shiduring the term of the obligations he obligations he part of the Programme	said sum to be paid in according to be paid in accordi	rdance with the	terms of the instant ke and the indebte and the ke and the and the ke and the and the ke	remises (the her with the semed to be tus, window or any other ion with the nts thereof, ness herein wortgagee.  Mortgagee.  Mortgagee.
rsion res a es, ver es ar erty, dition res ar oned  OBL  C. d.	is, remainders, and a part of the enetian blinds, and replacement all of which are the enetian blinds, and replacement in thereto, the financial be of and shall be of and shall be of as follows:  N/A  IGATIONS SECUL THE MEMORY OF THE STATE OF THE SECUL THE STATE OF	rents, issues a e Property: all screens and s its thereof now e a part of the ollowing-descr deemed to be deemed to be rents and s interest a	he Mortgagee by the box or box.  L. Accounts Receipt to security for the box or box.	eating, cooking, cooking, cooking, cooking, cooking, cooking, is and doors, shiduring the term of the obligations had part of the Property of	said sum to be paid in according to be paid in accordi	rdance with the security for A. & Susa Guarantor, relains as Borrower	terms of the instant ke order of the land shall be determed in connect the indebtedra the order of the land ke Land ke Land ke Land ke Indebtedra the indebtedra the indebtedra ke Land ke Land ke Land ke Land ke Land ke Indebtedra the indebtedra ke Land k	remises (the her with the semed to be tus, window or any other ion with the nts thereof, ness herein hortgagee.  Mortgagee.  Mortgagee.  Mortgagee.  Mortgagee.
ortga  c. d.  C. d.  The fin	is, remainders, and a part of the enetian blinds, and replacement all of which are the enetian blinds, and replacement in thereto, the finand shall be of and shall be of and shall be of an	rents, issues a e Property: all screens and s its thereof now e a part of the ollowing-descr deemed to be deemed to be the screens deemed to be the screens deemed to be the screens deemed to be deemed to be deemed to be the screens deemed to be deemed	he Mortgagee by the box or box of box or box	ents thereon, oreof, together wating, cooking, cooking, is and doors, shiduring the term of the obligations he obligations he obligations he part of the Property of the Prope	said sum to be paid in accorance of the benefit of Douglas  rether benefit of Douglas  rether benefit of Douglas  rether benefit of Douglas  as a secured by	rdance with the ted	terms of the instant ke order of the ke indebted.  the order of the ke ing to the indebted.  the order of the ke ing to the indebted.	remises (the her with the semed to be tus, window or any other ion with the ion wit
resion res à es, vues ar erty, ditiorn à re oned oned oned one de c. d	is, remainders, and a part of the enetian blinds, and replacementall of which are the enetian blinds which are the enetian blinds which are the enetial of t	rents, issues a e Property: all screens and s its thereof now e a part of the ollowing-descr deemed to be deemed to be the surface of the surface of the surface or notes dated curity Agreement thin the amount of surface of the foregon the surface of the foregon and secure paym indexed or adjuste	the Mortgagee by the box or box of box or bo	eating, cooking, cooking, cooking, cooking, sand doors, she during the term of the obligations have a specific part of the Property of the Accounts of the Property of the Pro	said sum to be paid in according to be paid in accordi	rdance with the by	terms of the instant ke order of the ling and the ke order of the ling to the indebted, in favor of the Man K. La	truments or  Mortgagee.  Mortgagee.  Mortgagee.  Mortgagee.
rsion res a es, veres ar esty, dition res ar oned  Oned  Oned  Oned  Oned  The fina forteras not pun oned difference oned diff	is, remainders, and a part of the enetian blinds, and replacement all of which are the enetian blinds and replacement all of which are the enetial between the enetial between the enetial between the enements of the "Instruction of the enements of the "Instruction of the enement of the "Instruction of the enement of the "Instruction of the enement of	rents, issues a e Property: all screens and s its thereof now e a part of the ollowing-descr deemed to be deemed to be the service of the ser	he Mortgagee is given to second by the box or box of both and performated rate), costs and all obligations to	ents thereon, oreof, together water the cooking, so and doors, she during the term of the obligations had part of the Property	r that may hereafter bith the following Property cooling, ventilating, we utters and awnings, floor this Mortgage belong the first mentioned.  I equipment or other first perty, are included as:  Receivable and Inventory date executed by  The benefit of Douglas  The benefit of Bouglas	rdance with the security for coverings ging to or use tures and as security for to ted	terms of the instant ke order of the indebted. In favor of the Manner of	truments or  Mortgagee.  Mortgagee.  Mortgagee.  Mortgagee.
rsion res à es, vues ar erty, ditiorn àre erty, oned oned one de c. d	is, remainders, and a part of the enetian blinds, and replacement all of which are in the reto, the financian shall be of and shall be of and shall be of an and shall be of as follows:  N/A  Igor hereby considered the "Instruction of Credit of A Continuing Good A	rents, issues a e Property: all screens and s its thereof now e a part of the ollowing-descr deemed to be deemed to be the summents of the sum	he Mortgagee by the box or being obligations is ent and performation of rate o	eating, cooking, is and doors, shiduring the term of the part of the Property	r that may hereafter be that may hereafter be that the following Proper cooling, ventilating, we utters and awnings, floof this Mortgage belong the first mentioned.  I equipment or other first perty, are included as executed by	rdance with the by to dead as Borrower as	terms of the institute of the Industrial to the Industrial to the Industrial	truments or  Mortgagee.
rsion res à es, vues ares, vues arety, difformare rety, oned oned oned one de la companiere and purion rovision research return re	Is, remainders, and a part of the enetian blinds, and replacement all of which are the enetian blinds and replacement all of which are the enetial between the enetial	rents, issues a e Property: all screens and s its thereof now e a part of the ollowing-descr deemed to be deemed to be the summents of the security and secure paym indexed or adjusted of this Mortgage als of the Instrume a and all other exists a Lamne	the Mortgagee security for the security for the ribed furniture fixtures and a security for the security for	as follows:  as follows:  as follows:  as follows:  as follows:  are the above sum, xes checked with an	said sum to be paid in accorance of the benefit of Douglas  rether benefit of Douglas  rether benefit of Douglas  rether benefit of Douglas  as a secured by	rdance with the by to dear and are security for A. Sus Guarantor, relative to the following	terms of the institute of the Industrial to the Industrial Industr	remises (the her with the semed to be tus, window or any other ion with the nts thereof, ness herein hortgagee.  Mortgagee.  Mortgagee.  ity of this principal, itruments tensions, ce of the ce of

Praistered C

- 3. SECURITY AGREEMENT. This Mortgage shall constitute a security agreement with respect to any personal property of fixtures or both included within the description of the Property. At the request of the Mortgagee, the Mortgagor shall execute one or more financing statements pursuant to the Uniform Commercial Code in a form satisfactory to the Mortgagee and will pay for filling the same in the proper public office or offices as well as the cost of such lien Mortgage shall suffice as and may be used as a financing statement.
- 4. INSURANCE. During the entire life of this Mortgage, the buildings and improvements erected and to be erected on the Property, and the personal property mortgaged herein, if any, shall be kept insured by the Mortgager against loss or damage by fire and such other hazards in such amounts, for such periods and loss, to the Mortgagee and the Mortgagee shall be satisfactory to the Mortgagee. All the insurance written on the Property shall be made payable, in the event of loss, to the Mortgagee and the Mortgagee shall be entitled to the possession of all such insurance policies during the life of this Mortgage. The cash value of other transfer of title to the Property in extinguishment of the Obligations, all right, title and interest of the Mortgager in and to any such insurance policies responsible for any failure to place or maintain such insurance or for loss or damage growing out of a defect or nonpayment of loss under any such policy of insurance.

If the Property covered hereby of any part thereof shall be damaged by fire or other hazards against which insurance is held, the amounts paid by any insurance company pursuant to the policy or policies of insurance shall be paid to the Mortgagee and the amounts so received may be applied by the Mortgagee, at its option, either upon any of the Obligations, regardless of whether the same are due and without reducing the payment terms provided therein, or released by the Mortgagee, at its option, for the repairing, replacing and rebuilding of the Property, such repairing, replacing and rebuilding to be done and made subject to the approval of the Mortgagee and in a manner satisfactory to the Mortgagee. The Mortgagor shall promptly notify the Mortgagee of any loss or damage which may occur to the Property. The Mortgagee is hereby authorized, at Mortgagee's option, to make proof of loss if the same is not Mortgagor.

Mortgagor.

- 5. TAXES AND OTHER CHARGES. The Mortgagor will pay before delinquency, and before any penalties, interest or other charges accrue or are added thereto, any and all taxes, assessments, tiens, charges for the use of water on the Property, and any other charges or assessments which may become liens thereon prior or enjoy equal priority with this Mortgage. If any future law is passed taxing or assessing this Mortgage or the Mortgage on account of its ownership of or tax collector of the county in which the Property is located is authorized to deliver to the Mortgagee a written statement of the Property taxes assessed or owing at any time.
- 6. RESERVES FOR TAXES AND INSURANCE. [Check if applicable] The Mortgagor shall pay to the Mortgagee, until the Obligations are fully paid and performed, a sum equal to the premiums that will next become payable on policies of fire and other hazard Insurance covering the Property, plus taxes and assessments next due on the Property, all as estimated by the Mortgagee and of which the Mortgagor is notified, less all sums already paid therefor, divided by the mortgagee to pay before one month prior to the date when such premiums, taxes and assessments will become delinquent, such sums to be Mortgagee to pay such premiums, taxes and assessments. Payment of such amounts shall be secured by this Mortgage.
- 7. WASTE. The Mortgagor will use the Property only for lawful purposes and will not commit or suffer strip or waste upon the Property and will not do or suffer to be done any act or thing which may in any way impair the security of this Mortgage. The Property and any and all improvements thereon shall at all times be additions thereto shall not be made without the prior written consent of the Mortgagee. If the Property shall not be changed and alterations in the Property or and cultivate the Property in a good and husbandlike manner, using approved methods of preventing soil erosion thereon and of preserving the fertility of the cultivated portions thereof; will keep any orchards on the Property irrigated, cultivated, pruned, sprayed and cared for; will not remove or demolishment of any building or buildings or fences or other improvements now or hereafter existing on the Property; will not cut or remove or any and all surface waters, seepage waters, wells, springs and streams now or hereafter upon or used for irrigation or domestic purposes upon the Property.
- 8. CONSTRUCTION. Any structure being constructed on the Property, or to be constructed, shall be completed within N/A months from the date of construction loan agreement executed in connection with this Mortgage. If any sums to be loaned or advanced by the Mortgage in connection with this Mortgage are to be used for the purchase of the Property or for the construction of improvements upon the Property, the Mortgagor shall use such sums only
- 9. MODIFICATION OF OBLIGATIONS. Any of the Obligations may be extended or modified by the Mortgagee at any time for the payor or other obligor without notice to any other person, firm or corporation and without releasing the Mortgagor or any guaranter or other payor or obligor from liability hereunder or upon the Obligations and without impairing, altering or affecting the lien of this Mortgage in any way. Each of the covenants and agreements herein shall be be assessigned and transferred by the Mortgagee to any one or more parties without the assignment of this Mortgage, then the Mortgagee shall hold this Mortgage in trust for the benefit of such assignees and may sue and recover upon such Obligations and foreclose this Mortgage in its own name for the benefit of such assignee or assignees to the same extent as though such Obligations had not been assigned. This Mortgage may only be modified by a writing in recordable form, signed on behalf of the Mortgagor and the Mortgagee.
- 10. RENTS AND PROFITS. All rents, issues, income and profits derived from the Property are hereby assigned to the Mortgagee as additional security. In the event of default of the Mortgagor in any respect under any of the Obligations, the Mortgagee shall have the right to collect and retain rents, issues, income and and expenses in connection with the operation and management of the Property, in payment of its customary costs and charges for collection and thereof in the event of a default and to collect the rents, issues, income and profits and require any tenants or occupants of the Property to make payments to the Mortgagee of rental and of other charges arising out of the use and occupancy of the Property.
- 11. CONDEMNATION. If all or any part of the Property is condemned or otherwise subjected to proceedings in the nature of eminent domain, then, subject to the rights of the holder of any Prior Interest, the Mortgagee may, at its election, require that all or any portion of the net proceeds of the award be applied on the costs, expenses and attorneys' fees necessarily paid or incurred by the Mortgagor and the Mortgagee in connection with the condemnation. If any Ail offers, judgments, decrees and awards pursuant to proceedings for condemnation are hereby assigned in their entirety to the Mortgagee.
- 12. RECEIVER. In the event it becomes necessary in the judgment of the Mortgagee to do so, the Mortgagee, without notice and without regard to the value of the Property or to the adequacy of the security for the Obligations, shall have the right to apply to any court having jurisdiction for the appointment of a receiver required in connection with such appointment. In the event the Mortgager or any receiver enters into possession of the Property, any personal property may be removed by the Mortgagee or receiver in the operation of the Property, or destruction or damage to such personal property.
- 13. RIGHT OF ENTRY. The Mortgagor hereby agrees and permits the Mortgagee to enter upon the Property with or without notice and to do anything thereon or thereto which the Mortgagee shall deem necessary or prudent to protect the Mortgagee's interests and rights described in this Mortgage.
- 4. COSTS AND ATTORNEYS' FEES. In the event suit or action is instituted to enforce any of the terms of this Mortgage, the Mortgagee shall be entitled to recover from the Mortgagee shall be entitled to incurred by the Mortgagee that are necessary at any time in the Mortgagee's opinion for the protection of its interest or the enforcement of its rights, including without limitation, the cost of searching records, obtaining title reports, surveyor's reports, attorneys' opinions or title insurance, regardless of whether any specific Obligations described in the instruments from the date of expenditure until repaid.

1. 1. 1.

- 15. EVENTS OF DEFAULT. The following shall be Events of Default:
  - Nonpayment or nonperformance of any of the terms or conditions of any of the Obligations when and as the same should be paid and performed; or
  - Breach of any covenant, warranty or agreement contained in this Mortgage or in any other agreement between the Mortgagor and the Mortgagee; or If any of the Obligations are payable on demand, the occurrence of a demand for payment, or C.

  - Filling of a petition by or against the Mortgagor under the bankruptcy or like law, or Receivership of the Mortgagor or an assignment for the benefit of the Mortgagor's creditors; or
  - Any financial statement submitted to the Mortgagee in connection with any of the Obligations proves false in any material respect; or g.
  - The insolvency or cessation of the business of the Mortgagor; or

K

The rescission or attempted rescission or other attempt to limit any guaranty of any of the Obligations, regardless of whether successful. ħ.

Upon the occurrence of any Event of Default, and without demand (except in the case of an Obligation which is payable on demand, in which case demand Upon the occurrence of any Event of Default, and without demand (except in the case of an Upligation which is payable on demand, in which are dereby expressly waived, the Mortgagee may declare the Obligations to be immediately due and payable, whereupon the Obligations shall be and become immediately due and payable, and the Mortgagee may foreclose this Mortgage and may exercise all other stocks and the Mortgage and may exercise all other stocks and the Mortgage and may be exercised singularly concurrently. minerapport trip congetions shall be and become immediately due and payable, and the mortgages may rollectose uns mortgage and may exercise an other rights and remedies shall be cumulative and may be exercised singularly, concurrently

- NON-WAIVER. No delay or failure on the part of the Mortgagee in the exercise of any right or remedy shall operate as a waiver thereof and no single or partial exercise by the Mortgagee of any right or remedy shall preclude other or further exercise thereof or the exercise of any right or remedy. No amendment or waiver of any provision nor consent to any departure by Mortgagor therefrom shall in any event be in effect unless in writing and signed by Mortgagoes, such exercise by the wortgages or any right or remedy shall preclude other or turner exercise thereof or the exercise or any right or remedy, No amendment or waiver of any provision not consent to any departure by Mortgager therefrom shall in any event be in effect unless in writing and signed by Mortgagee; such waiser or any prosision not consent to any departure by mortgagor theremonisments any event better oness in waiten waiver or consent to be effective only in the specific instance and for the specific purpose for which given.
- LIMITATIONS OR TRANSFERS. Neither the Property, nor any portion thereof, nor any interest therein shall be transferred unless the prior written consent of the Mortgagee has first been obtained, regardless of whether the transferse assumes or agrees to pay the Obligations. The term "transfer" shall include,
  - If the Mortgagor is a corporation, partnership, joint venture or other form of organization, the transfer of a controlling interest in such organization; or b.
  - A transfer into trust, or if the Property is in trust, to another trust or out of trust, or a transfer by deed, contract of sale or by gift; or
  - A transfer by a transferee of the Mortgagor, or by any subsequent transferee, even if such transferee has not assumed this Mortgage. The term "transfer" shall not include a transfer by devise, or by operation of the laws of intestate succession or, if the Property is held by the entireties, or by The term "transfer" shall not include a transfer by devise, or by operation of the taws of intestate succession or, if the Property is need by the entireties, or by other form of joint tenancy involving a right of survivorship, to a spouse or joint tenant by operation of the right of survivorship. As a condition to its consent to a transfer, the Mortgagee may require such information concerning the transferee as it would of a new loan applicant, and may impose a service charge and interest rate on the Oblinations.
- SUCCESSORS AND ASSIGNS. All of the terms of this Mortgage shall apply to and bind the heirs, executors, administrators, successors and assigns of the
- CAPTIONS AND GRAMMATICAL CONSIDERATIONS. The captions contained in this Mortgage are for convenience of reference only and they shall not affect the meaning of any provision of this Mortgage. It is understood that the Mortgage or the Mortgage may be more than one person, that if necessary to conform to the intent of the parties, and if the context so requires, singular references shall include plural references, plural references shall include references shall include references to other genders, references to natural persons shall include references to organizations, and all other necessary organizations shall be deemed to have been references, references to one gender shall include references to other genders, selections to majority persons shall include references to natural persons, and all other necessary grammatical modifications shall be deemed to have been

→ v <sub>3</sub>	on carrois shall be deemed to have been
FILED FOR RECORD SKAMANIA OD, WASH BYMT. ADAMS TITLE	Douglas A. Lampe  Susan K. Jampa  Susan K. Lampe
APR 10 4 32 PH '87	Susan K. Jampa Susan K. Lampe
AUDITOR Rep.	
GARY H. OLSON	
STATE OF OREGON	
County of ) SS.	$\sim$ ( ) $\sim$
The foregoing Mortgage was acknowledged before me on	19 Bu
	. (Corporate Officer(s)),
	a corporation, on behalf of the corporation.
	Notary Public for Oregon My Commission Expires:
STATE OF OREGON ) County of / ) SS.	
Wasco	
he solegoing Morigage was acknowledged before me on	April 8, 19_87, by
OTARY B	Charles Coll
PUBY	Notary Public of Oregon My Commission Expires:
SINTE OT	